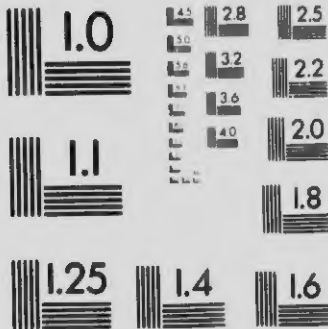


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TORONTO HYDRO-ELECTRIC SYSTEM

LABOUR, 1915

Statement of the Toronto Electric Commissioners
Nov. 2nd, 1915

Majority Report of the Arbitrators under the
Industrial Disputes and Investigation Act

Minority Report of the Arbitrators under the
Industrial Disputes and Investigation Act

STATEMENT OF THE TORONTO ELECTRIC COMMISSIONERS

November 2nd, 1915.

Communication to certain Employees of the Toronto Hydro-Electric System who are members of Local No. 353, International Brotherhood of Electrical Workers.

The Toronto Electrical Commissioners have given careful consideration to the majority and minority reports of the Board of Conciliation recently appointed to consider the matters at issue between the Toronto Hydro-Electric System and such of its employees as are members of Local No. 353 of the International Brotherhood of Electrical Workers. They have also given full consideration to the representations made to them on behalf of the said employees at the conference recently held for the purpose of receiving such. They beg to transmit herewith the decision they have taken on the said questions in the form of an extract from the minutes of a meeting held this day. In submitting this decision, which they trust will meet with the full and cordial support of the employees in question and of the Union to which they belong, they desire to add the following observations, namely:—

- (1) They are animated by a sincere and constant desire to advance the welfare of their employees to the fullest extent possible. They desire to attract to their service employees of the highest character and capacity and to requite the services that such a class of employees should render, by just and generous appreciation. They are prepared to receive and to consider in the most friendly spirit at all times any representations which their employees may desire to make, with the object of rendering the conditions of labor just and fair. They are also prepared to welcome at all times like representations made with the like object from the Union to which their employees belong.
- (2) They feel, however, that any recommendations relating to the matters of wages and of general conditions of service that may be made at any time by any Board of Conciliation and Investigation appointed under the Industrial Disputes and Investigation Act, 1907, should, so far as they may be accepted by both parties, be made operative for a minimum period of three years. The expense and the disorganization that

are imposed upon the Toronto Hydro-Electric System by such references are so serious, that they cannot view with any satisfaction the prospect or the possibility of an annual reopening and reconsideration of such questions. They feel that in this matter the sense of justice that ought to animate their employees and the Union to which they belong, should lead them on their side, to a cordial acceptance of this view.

- (3) The amendments they have adopted to Recommendations Nos. 1, 5, and 13 of the minority report are based upon the aforementioned view, namely, that the wages and conditions of service should be determined for minimum periods of three years, and upon the view that merit on the part of employees is the proper ground for promotion in the service. Hence the recommendation of the minority report that an increase of 5 per cent. in the rate of wages should be made effective from the date of the declaration of peace—an indefinite time ahead, the duration of which cannot be foreseen—has been set aside in favor of a definite undertaking to raise the scale of wages accordingly to a fixed date, namely, the first day of May, 1917, that is only one year later than the date at which the majority report provided for an increase of wages.
- (4) They are of the opinion that many of the recommendations of the majority report have been based upon an insufficient realization of local competitive conditions, of the economic conditions prevailing throughout the country in consequence of the war, of the liberal treatment heretofore extended to the employees in respect of wages, holidays and general conditions of service, and of the rights and interests of the customers of the System, and of the ratepayers whose credit has been heavily pledged in order to establish the System they administer. The terms of the minority report include numerous and weighty objections to the recommendations of the majority report. These objections represent the reasoned convictions of a member of the Board of Conciliation whose duty it was to weigh judicially and impartially the whole of the evidence submitted to the Board. The presumption of self-interest, therefore, that might conceivably be raised as against the views of the Commissioners does not attach to these impartial and judicial conclusions.
- (5) The Commissioners, however, desire to draw particular attention to the scale of wages now paid by them as compared with the scale in force in the year 1912, and as compared with the scale now in force in the case of its local commercial competitor. In five representative classes of employees, namely—first class linemen, meter installers, wire men, cable men and first class operators, the scale of wages now in force runs from 13 2-3 per cent. up to 23 per cent. in excess of the scale of wages paid in 1912, in addition to which liberal advances, generous holiday allowances have also been put in force over and above those that were in force in 1912. These same

classes of employees receive to-day a scale of wages running from 62-3 per cent. up to as high as 44 per cent. in excess of the average scale of wages paid to like classes of employees by the System's local commercial competitor, while in addition thereto the employees of the commercial competitor in question do not receive the holiday allowances that are made to the employees of the Toronto Hydro-Electric System. These facts thus shortly summarized indicate clearly the liberal treatment that has been accorded the employees of the Toronto Hydro-Electric System since the Commissioners assumed office, and they further indicate that the competitive conditions by which all industries are bound have been disregarded by the Commissioners in paying a scale of wages and granting holiday allowances so greatly in excess of those prevailing in the case of its commercial competitor.

- (6) They also desire to draw attention to the fact that substantially all classes of the community have been called upon, under the strain of the unparalleled and destructive war now in progress, to make sacrifices, and to bear cheerfully their respective shares of the burden thereby imposed upon industry at large, and that their adoption of the amended minority report will relieve the employees affected thereby, of a large share of the burdens that have been cheerfully and ungrudgingly accepted by others throughout the length and breadth of the Dominion.
- (7) Their attention has also been drawn to a telegram received yesterday by His Worship the Mayor from the Honorable the Minister of Labor on this matter. Upon this telegram they would merely observe that they do not think the Honorable Minister of Labor could have been fully and accurately advised of the scope and character of the evidence submitted to the Board of Conciliation in the recent proceedings, as in that event they are satisfied his views would necessarily have undergone modification.
- (8) In conclusion they desire to state that the foregoing communication and the annexed excerpt from the minutes of the proceedings of the meeting held this day, are intended to summarize merely the principal reasons underlying their decision with the object of indicating that decision to the judgment of fair-minded men. They sincerely trust that it will commend itself to the employees and the Union concerned, and that it will be loyally accepted by them as a just and generous settlement of the matters at issue.

On behalf of the Toronto Electric Commissioners,

P. W. ELLIS, Chairman.

2nd November, 1915.

**EXCERPTS FROM MINUTES OF THE TORONTO ELECTRIC
COMMISSIONERS AT A MEETING HELD THIS
2ND DAY OF NOVEMBER, 1915.**

The Chairman formally laid before the meeting the majority and minority reports of the Board of Conciliation recently appointed to consider the matter at issue between the Toronto Hydro-Electric System and certain of its employees, and explained that the two reports in question had already been laid before each individual Commissioner and the General Manager for careful personal consideration; that since the issue of the said reports a conference had been held with representatives of the employees and the Union concerned at which the said representatives demanded that the majority report be adopted and carried out by the Commissioners; that the Commissioners undertook, at the said conference, to give the recommendations of the two reports careful consideration and to submit their decision to the men at the earliest opportunity; that in the meantime a situation of some urgency had arisen by reason of the fact that the men were agitating for the immediate adoption by the Commissioners of the majority report and that, according to information received, they were threatening to strike in the event of failure on the part of the Commissioners to adopt immediately the said majority report; that it was difficult to ascertain any substantial ground for the urgency of the men in this matter, or to justify the threat to strike failing an immediate adoption of the majority report, for the reasons that the increase of wages recommended by the said majority report was by the terms thereof only to take effect from the 1st May next, that is six months hence, that in consequence thereof the income of the men would not in the meantime be increased by the adoption or diminished either by the rejection of the said report or by the postponement of a final decision thereon, and that there is at the moment no other important question at issue with the men of which the Commissioners have any knowledge; that the General Manager had given assurances that in the event of a strike taking place he would, if the plant is not interfered with, still be able to maintain an uninterrupted service; that the General Manager had also recommended the Commissioners to reject the

majority report and to adopt the minority report; and that the whole matter was now open for formal consideration by the Commissioners:

WHEREUPON, AFTER FULL DISCUSSION, IT WAS RESOLVED:—

"That the Toronto Electric Commission are unable to accept or to approve of the recommendations of the majority report of the Board of Conciliation recently appointed in connection with the matters at issue between the Commission and certain of its employees for reasons which are set forth in the minority report of the said Board and for other cogent reasons; that they hereby approve of and adopt the recommendations of the minority report of the said Board of Conciliation, subject, however, to the following amendments, namely:—

- (1) In lieu of "Recommendation No. 1" the following provision is adopted:

"The scale of wages established as from 1st May, 1914, under the "recommendations of the Report of the Board of Conciliation dated "13th June, 1914, shall continue in force until the 30th day of April, "1917, that is, for a period of three years from the time they became "effective, and from the 1st day of May, 1917, an increase of 5 per "cent. upon the said scale of wages shall be granted to the various "classes of employees to whom the Report applies;"

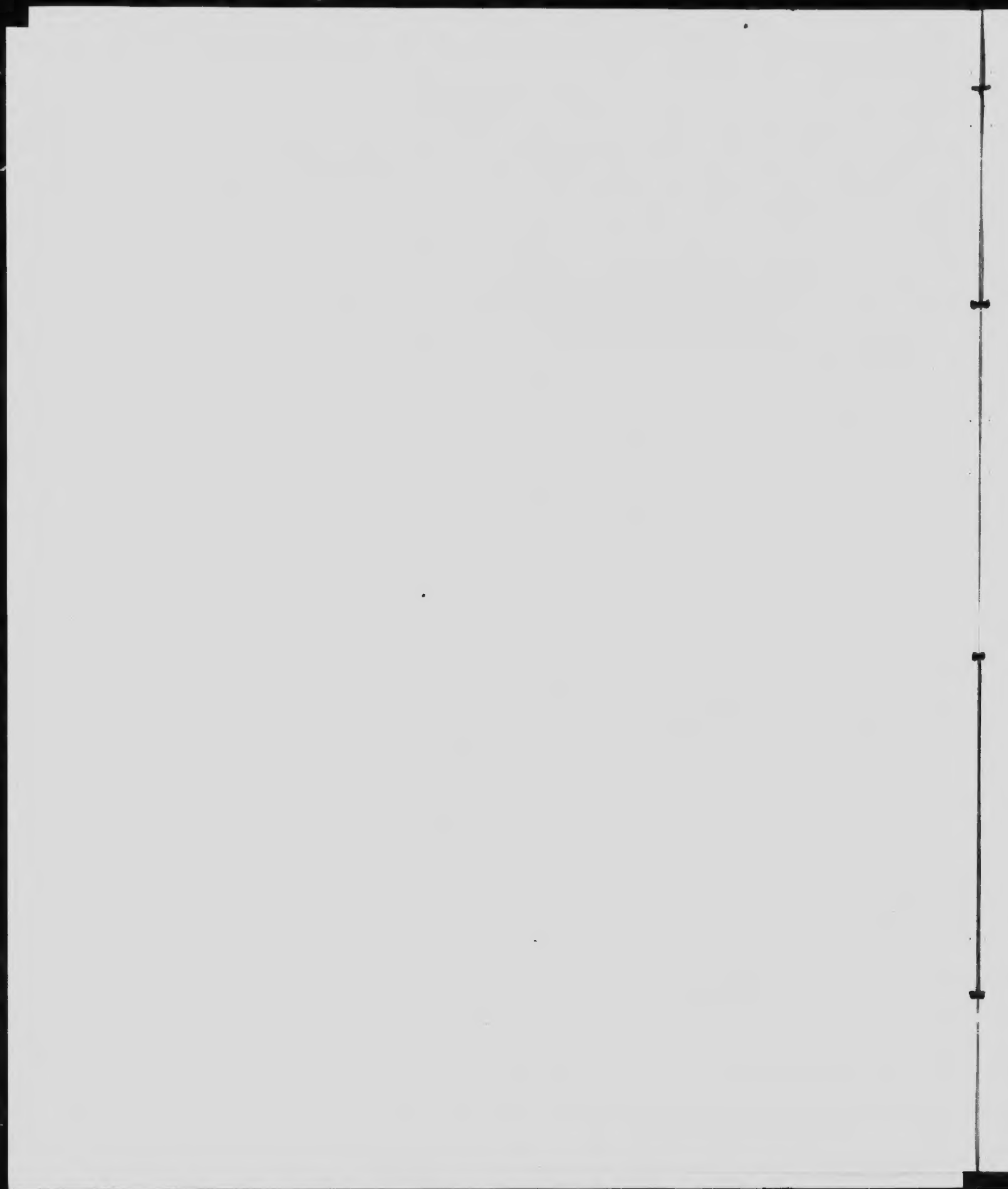
- (2) In lieu of "Recommendation No. 5" the following provision is adopted:

"This award shall continue in force until the 1st day of May, 1918, "by, and on which date it may be terminated by either party giving "the other thirty days prior notice in writing of its intention so to "provided, however, that if such notice of termination be not given "either party to the other, it shall continue in force for a further "period of one year, terminating on the 1st day of May, 1919, subject "to termination by the said date on like notice, failing which it shall "continue in force for a further period of one year, and so on from "year to year, subject always from year to year to the said notice of "termination;"

- (3) In lieu of "Recommendation No. 13" the following provision is adopted:

"Merit shall be at all times and under all circumstances the sole "and exclusive ground for promotion in the service, subject, however, "to the condition that in cases where candidates for promotion are in "the judgment of the Commissioners of equal merit, preference shall "be given to the candidate having the longest term of continuous "service to his credit;"

and that the Chairman be and he is hereby authorized to communicate the terms of this resolution to the employees and the Union in question, and to take all necessary steps to secure the maintenance of an uninterrupted service to the public." (Carried).



MAJORITY REPORT

IN THE MATTER OF The Industrial Disputes and Investigation Act,
1907, and of a dispute

BETWEEN

THE TORONTO HYDRO-ELECTRIC SYSTEM,

Employer,

—and—

ITS ELECTRICAL WORKERS, being Members of Local No. 353, Inter-
national Brotherhood of Electrical Workers,

Employees.

To

The Honourable T. W. Crothers, K.C., M.P.,
Minister of Labour,

OTTAWA, Ont.

The Board of Conciliation and Investigation appointed in relation to the differences between the employers and employees in this case, met by appointment in No. 1, Court Room, City Hall, Toronto, Ont., on Monday the 5th day of July, A.D., 1915, and continued in session thereafter on the 19th, 20th, 21st, 23rd, 24th, 26th, 27th, 28th, 29th, 30th and 31st days of July, and on the 9th, 10th and 11th days of August, A.D., 1915, all the meetings being held at the same place.

Each member of the Board was present at all the above sittings.

The representatives for the Employers, The Toronto Hydro-Electric System, before the Board, were Mr. H. H. Couzens, Manager for the Employer, and Mr. P. E. Hart, Managing Engineer.

The representatives for the Employees were Messrs. James E. Curran and Murray Nicoll.

The Board desires to acknowledge its indebtedness to Mr. Couzens and his staff for their readiness in supplying information and in assisting the Board in performing its duties so far as lay in their power, by giving the Board facilities for inspecting a number of the sub-stations and otherwise.

The same credit is to be given to Mr. Curran, Mr. Nicolls, and all their associates in supplying every information required by the Board and in every way facilitating its work.

The Board endeavoured as far as possible to bring about a friendly and reasonable understanding between the parties in the way of conciliation, but the respective views were so divergent that it was impossible to do so.

The evidence and arguments of both sides, and the exhibits filed by them, were duly heard and considered, and all points in contention between the parties weighed and discussed by the Board.

The Board desires to place on record the fact that apparently very friendly relations exist between the Employer and the Employees, and that was quite evident throughout all the sittings of the Board, although no agreement could be made.

The disputes seem to have originated in the following manner: About a year ago, in 1914, a conciliation board was formed between the same parties, consisting of His Honour Judge Colin G. Snider, of Hamilton, Chairman, and Mr. Fred Bancroft, of Toronto, a representative appointed on the recommendation of the Employees, and Mr. F. W. Wegenast, of Toronto, appointed on the recommendation of the Commissioners. This Board, after full consideration of the matters then in dispute, made its Report, dated at Hamilton, June 13th, 1914, and signed by C. G. Snider, Chairman, and Fred Bancroft for the Employees, and apparently the said report went into effect and was acted upon by the parties for the time being.

The said Report provided that the schedule of wages and conditions therein named should go into effect on the 1st of May, 1914, and continue in force after the expiration of such time until either employer or employee should give thirty days' notice in writing to the other of them of termination thereof.

The schedule of wages and conditions specified in the said Report are as follows:—

1. Nine (9) hours shall constitute a day's work. From 7 a.m. to 12 noon and 1 p.m. to 5 p.m., except wiremen's and metermen's, whose hours shall be as at present.

2. All employees included in this submission shall have the following holidays:—New Year's Day, Good Friday, Twenty-fourth of May, First of July, Labour Day, Civic Holiday, Thanksgiving Day, and Christmas, and every alternate Saturday afternoon off with pay unless otherwise set out hereinafter.

3. The first five (5) hours' overtime worked between 5 p.m. and 10 p.m. shall be computed at the rate of time and one half of standard rate, additional overtime or overtime starting at 10 p.m. or later and before 5 a.m. shall be computed at the rate of double time of the standard rate, and shall continue (except for intermission for meals) until employee is relieved from duty, and if commencing at 5 a.m. or later and before 7 a.m. double time up to 7 a.m. All time worked on Sundays or holidays and on Saturday afternoon off to be computed at the rate of double time of the standard rate. All monthly men shall have two weeks' holidays with pay each year.

4. All lines carrying a voltage of over 650 volts shall be classed as high voltage lines.

5. When work is to be done on high voltage lines, not less than two journeymen are to be assigned to the job.

6. In case of trouble on high voltage lines, not less than two journeymen must be sent out to repair the trouble with any necessary assistance.

7. That at all times the Commission shall receive a grievance committee from any department. It is also agreed that the business agent of the local or a general officer of the organization may be a member of the men's committee.

8. Any employee who may be suspended for any cause whatever, and who after investigation is found not guilty of the offence for which he was suspended, shall be reinstated to his former position and be paid full wages for all lost time, from the date of discharge or suspension to date of reinstatement.

9. A journeyman shall mean an employee who has had three years of experience in one or all branches of the electrical trade.

10. Apprentice shall mean an employee engaged in learning the trade of a lineman, trolleyman, mechanic, wireman, meterman or operator, and who has had less than three years at such trade.

11. Men acting as temporary foreman shall receive foremen rate of pay for the period for which they are so acting.

12. Seniority, other qualifications being equal, shall be the ground of promotion in the service.

13. The Commission shall not discriminate against union men.

14. All men employed in the electrical trade under supervision of the Commission are to be given a thorough instruction in the use of the pulmotor; also instructions in first aid, the instructions to be given in the Commission's time by a competent instructor. A work order will be issued to cover these instructions to line gangs. If the employer desires to give instructions in the evening, the men shall attend on being notified and shall receive standard pay for the time occupied in receiving the instructions.

15. All gangs and departments to be provided with a first aid kit.

16. Where a helper is required on live work an apprentice and not a labourer shall be assigned, unless herein otherwise provided.

17. Patrolmen and repair men shall receive two weeks' holidays once a year with pay.

18. A suitable covering for wagons and automobiles will be arranged for protection in rough weather for all truck drivers and chauffeurs, troublemen, patrol and repair men.

19. One relief operator in addition to the one now employed shall be added in order to give each operator as nearly one shift off per week as can thereby be done.

20. Each relief operator must be in the same class as the operator he relieves.

21. No station operator, electrical mechanic, inside wireman, meter installer or station men shall be expected to work on five hundred volts, or over, live work or dead work without sufficient assistance and proper precautions against danger, and where required to work on voltages of over 650 volts the general terms of this agreement as outlined above in regard to voltages will be maintained.

22. Trouble truck drivers, who have been one year in the service of the employer, will receive two weeks' holidays once a year with pay, and will work in shifts of eight hours, seven days a week.

23. All present conditions not herein provided for shall continue as heretofore.

24. Nothing herein contained shall be construed to reduce the pay of any employee now receiving a higher rate of pay for work classified below.

25. Mr. Frank W. Wegenast, the representative of the employer on the Board, does not agree with the undersigned members of the Board, and does not therefore join in this report.

WAGE SCHEDULE.

	Per hour	Per month
Foreman lineman		\$105.00
Foreman trouble department		110.00
Sub-foreman		95.00
Journeyman lineman and trolleyman ...	\$0.40	
Journeyman mechanic .....	.43	
Journeyman wireman .....	.41	
Journeyman cableman .....	.43	
Cableman's helper .....	.28	
Journeyman meter installer		75.00
Journeyman troubleman		100.00
Journeyman first operator		90.00
Other operators to receive three per cent. increase		
Patrolmen and repairmen		83.00
	Per week	
Trouble truck driver	\$16.00	
Drivers	16.00	
	Per hour	
Groundsman	\$0.26	

APPRENTICES.

	1st year per hour	2nd year per hour	3rd year per hour
Line and trolley men	\$0.30	\$0.31	\$0.36
Mechanics .....	.27	.32	.35
Wiremen .....	.20	.25	.28
	per month	per month	per month
Metermen	\$55.00	\$60.00	\$70.00
Meter readers, minimum rate	\$50.00 per month.		

Towards the end of the year 1914 it was alleged that the Employers, that without consulting the employees, began to make changes in the working schedule to the disadvantage of the employees, and an uneasy feeling prevailed and continued for some time until the early part of the year 1915, when, after some negotiations in an endeavour to settle the matters in dispute—the employees claiming that the time was running against them and they were under compulsion to do so—gave notice terminating the operation of the Award on the 30th of April, 1915. About the same time, the employees submitted to the employer an agreement for consideration, containing, substantially, the terms and conditions of the above Award as set out, with some few changes and with an increased scale of wages. This was rejected by the employers who, on their part, submitted a certain document or notice to the employees, dated the 12th of May, 1915, under which they claimed the employees would have to work hereafter. Apparently it was intended by the employers to recognize the Award as still in force, but varied and modified by their notice of the 12th of May which effected very marked and considerable changes in the terms of the Award from the way they had been read and interpreted before.

As the parties were unable to agree, representatives from each side were appointed and a Chairman appointed by the Government, and the sittings began to be held for the purpose of determining the questions in dispute and in an endeavour to conciliate the differences.

Each of the parties claimed that while generally speaking the terms of the Award were satisfactory, there should be some important changes made therein before it would be satisfactory to the parties respectively. Evidence was directed towards satisfying the Board that grievances on each side existed as against the above schedule of working conditions, in order to endeavour to satisfy the Board that changes should be made therein.

One of the first questions raised, and an important one, by the employers, was that the time specified in the Award being one year was too short, and after hearing the case made out by the employers for a longer term and what was stated in response thereto by the employees, the Board have concluded that it would be inequitable to both parties to make the Award existent merely for one year, and consequently recommend that this Award be binding for three (3) years from the 1st of May, A.D. 1915, and may be terminated by either party at the end of three years on giving one clear month's notice in writing and if not so terminated shall continue from year to year and be terminable at the end of any year on the 30th of April in any year by either party on giving to the other party one month's notice in writing of such termination.

The Board, after fully considering the allegations against the Award of 1914 on both sides, have arrived at the conclusion that no case has been made out by either party to change any of the working conditions in clauses No. 1 to No. 24 in the said Award, and therefore they recommend that the same be adopted accordingly for the term of three years as above specified.

A great deal of evidence was heard by the Board on the question of whether there should be one or two operators in a sub-station: that is to say, an operator and an assistant. This point is not covered by the said Award, because at the time the Award was made no question had arisen in regard to this, as there were then two operators at each station, consequently it did not become necessary to make any report thereon, and this Board therefore heard the evidence of both sides at very considerable length and examined personally, themselves, the sub-stations. There were two questions to be considered. First, whether there was or was not too much work at any one of these stations for one man to do, and, secondly, whether apart entirely from the question of the quantity of work, it was safe to permit a sub-station to be manned by only one operator when he is there. The dangerous character of the machinery and the fact that the sub-stations are kept locked up at all times, and operators are working there on shifts of eight hours each, and a man might therefore be several hours alone without being seen or called upon by any person. There are two or three temporary sub-stations, such as Withrow Park, etc., to which these questions do not refer, as it was agreed no extra operator was required at these places, but as to the main sub-stations, the evidence was very conflicting. There is positive evidence that it is not safe for a man to be there alone for so long a time, and there was equally positive evidence that it was quite safe for him to be there alone all the time, and there was other evidence that it was a matter for decision in each particular case as to whether or not it was not safe for a man to be there alone. The Board, after having viewed the sub-stations and realized to some extent the dangers under which the man worked, and realizing that in any event where it is a debatable point, the lives and safety of the men ought to take precedence, they decided to recommend that there should be an assistant to the operator at each of these sub-stations; this, however, not to apply to the three small temporary sub-stations at Withrow Park, etc.

One of the important questions to be considered was that of a request for an increase in pay to the men. Schedules were presented showing the rates of pay the men were obtaining at the present time, and after an analysis of a number of these schedules it would seem that the average pay is in the neighbourhood of seventeen or eighteen dollars per week, after making an allowance for lost time, and the question therefore is as to whether that is sufficient compensation for these men.

The Board had to determine as to what elements should enter into their consideration in deciding the question of pay, and they concluded that the cost of living—although not the only matter they looked into—is the primary basis of wages, and that an enterprise of the character of The Toronto Hydro-Electric System should have its calculations so made and its estimates so arranged that provision should be made for reasonable and moderate living expenses for all its employees.

The Board received a very considerable amount of evidence both written, printed and verbal, with regard to the cost of living, and with every desire to make it as reasonable as possible, in view of the complex conditions which exist in Toronto at the present time, taking a mechanic with an average family of, say a wife and three children, it would appear that to keep him in a reasonable condition of life, suitable to his position, that

it would cost probably \$90.00 per month without making any allowance for lost time, etc. This would be an average of about, in round figures, \$22.50 per week. If, therefore, the Board is right in basing its calculation of the wages which a man ought to get, upon the actual cost of living, then the wages should average \$22.50 per week instead of \$17.00 per week as at present.

It was strongly contended on behalf of The Toronto Hydro-Electric System that they could not possibly raise the wages. In view of the reduction of business and the keen competition, etc., they would be unable to entertain for one moment the proposition of paying any increased wages.

In this connection, however, the fact must not be overlooked that willingly or unwillingly the Toronto Hydro-Electric System has reduced its rates to the people of Toronto, and thereby reduced its income to the extent of \$250,000.00 a year. This being correct, and it was the statement of the Manager himself, then surely if an enterprise is so profitable as to be able to make this enormous reduction, it is quite profitable enough to pay living wages to the men who operate the system, and we have no hesitation therefore in stating if these were normal times we would recommend at once an increase of ten per cent. (10%) in wages to the men.

The Board feels that they cannot entirely overlook business conditions at the present time, and while they have no hesitation whatever in deciding that the wages of the employees in this work should be increased by at least ten per cent., out of deference to the strained conditions which prevail at the present time and which are likely to continue at least for some time to come, recommend that this increase be made to commence from the 1st day of May, 1916.

There were some inequalities of pay which ought to be remedied. For example: there were two foremen who, under the Award of last year, by misunderstanding, actually sustained a reduction of pay instead of an increase. This should be remedied, but we are not prepared to recommend that these foremen be kept so much in advance of other foremen all the time, but to be put, when the present increase takes effect, on the same footing as the others, and in the meantime that they shall be paid what they have actually been losing since the last Award, up till and including the time that the raise comes into effect when their wages shall be put on the same basis as the other foremen.

It is recommended that the rates of pay to the men during the first year of the said three year term be the rates set out in the schedule of the said 1914 Award, as modified herein in the case of those whose wages were by the said Award inadvertently reduced.

All of which is respectfully submitted.

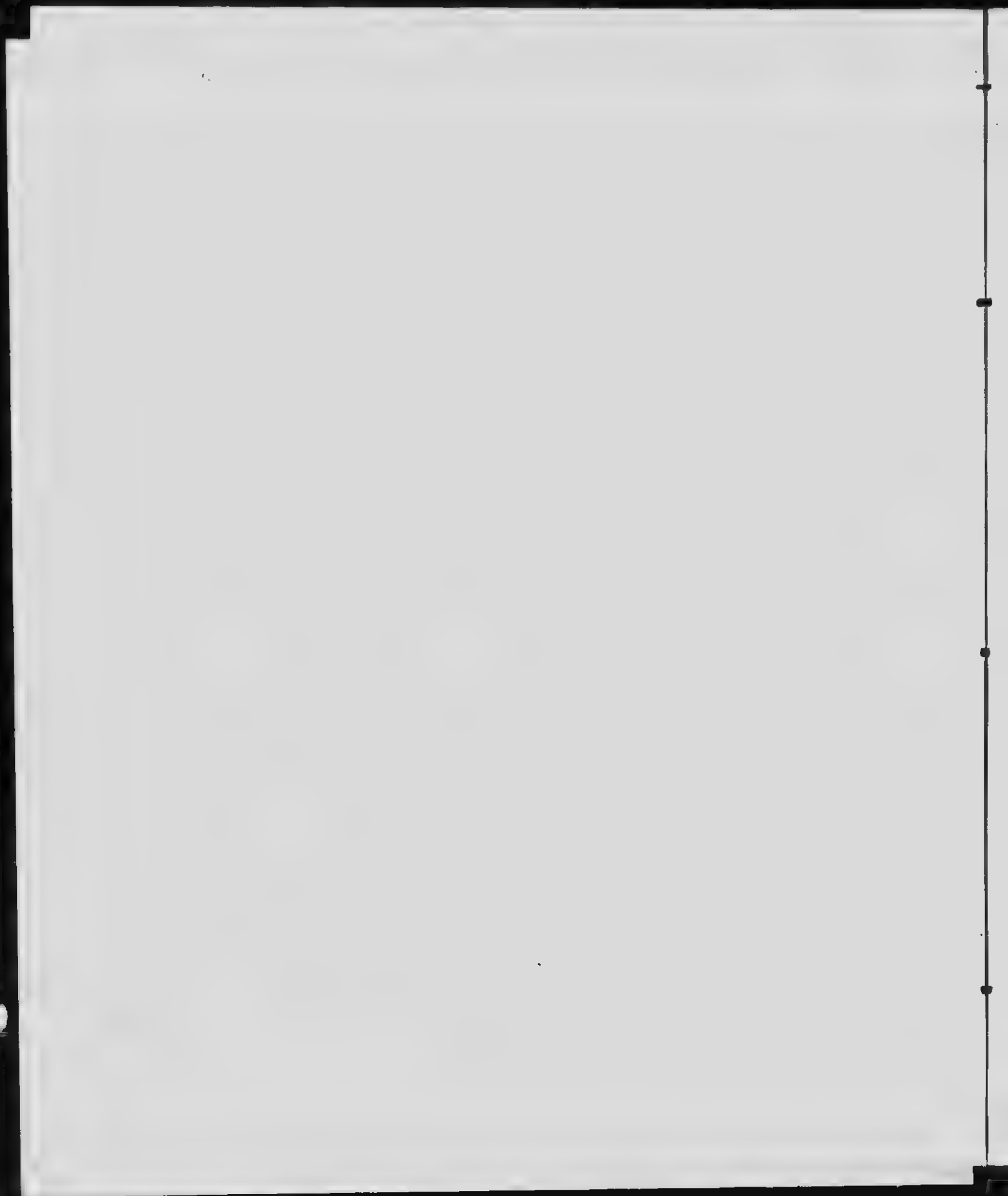
DATED at Toronto, Ontario, this 12th day of August, A.D., 1915.

(Sgd.) E. COATSWORTH,
Chairman.

(Sgd.) FRED BANCROFT,
For the employees.

I wholly disagree with the above and shall put in a minority report.

(Sgd.) F. ERICHSEN BROWN,
For the employer.



MINORITY REPORT OF THE ARBITRATORS UNDER THE INDUSTRIAL DISPUTES AND INVESTIGATION ACT

To the Honorable T. W. Crothers, K.C., Minister of Labor, and to Emerson
Coatsworth, Esq., Chairman.

THE MAJORITY REPORT.

I cannot agree with the Majority Report of the Board of Conciliation and Investigation of 1915, because it adopts and perpetuates the award of 1914, grants an increase in rates of wages which is absolutely unwarranted, contains conclusions and findings which in my opinion are contrary to the evidence and weight of evidence and is founded upon false premises as appears later.

Subsequent to the Hydro Award of 1914 the men accepted lower wages and worse conditions from the System's commercial competitor, yet the majority report apparently ignores this fact and grants a further increase, thus condoning and intensifying the discrimination against the System.

The wholesale adoption by the Majority Report of the Award of 1914 could only be explained in the face of the evidence adduced before us, upon the hypothesis that the Award represented a proper base-line. If it did, then one party to these proceedings would have everything to gain and nothing to lose. Such a theory would be pernicious in the extreme.

The line of least resistance for us would be to adopt the Award of 1914 and grant some slight increase in the rates of wages, but in my opinion that would be evading the real issues involved in dispute and ignoring the bulk of evidence upon which I must base my conclusions. To present the matter more clearly, the Majority Report involves for a period of three years the wholesale adoption of the Award of 1914, a general wage increase of 10 per cent. after the expiration of one year from the 1st of May, 1915, and the recommendation that there should be assistant operators in all but three of the sub-stations, together with one or two minor recommendations. My reasons for not accepting these stipulations I give in order.

THE AWARD OF 1914.

My objections to the 1914 Award are as follows:

- (1) It was a compromise, a *modus vivendi*, accepted by the Commissioners in a desire to bring about harmony and in the belief that the concessions which it involves (though recognised in many respects to be objectionable) would lead to a lasting peace between the Commissioners and the Employees.

- (2) The working out of the 1914 Award during the last year has proved that it was not a satisfactory and lasting settlement on a fair basis of the issues between the Commissioners and the Employees and that the Commissioners' objections were well founded.
- (3) It failed to meet abnormal business conditions. When these abnormal business conditions arose as the result of the war and the Commissioners endeavored to meet them, they were immediately charged with breaking the Award, notwithstanding that they were continuing to adhere strictly to the spirit of the Award.
- (4) It renders abortive the principle found in all employments that an Employee must be actually giving something for holidays with pay and other privileges—the return is usually a reasonable amount of overtime without pay.
- (5) As shown from the evidence, it involved many conditions which could not properly be accepted by the Commissioners except by way of compromise and conditions which severed of downright interference.
- (6) It contained gross discrimination against the Hydro, a publicly owned institution, as compared with its commercial competitor.

THE WAGES INCREASE.

I hold just as strong a view in the matter of the increase in the rates of wages recommended in the Majority Report.

The information handed in at the Investigation and which was not refuted shows that the Commissioners now pay substantially higher wages than their commercial competitor, and the increases in rates already effected since 1912 have been vastly greater than the increase in the cost of living since that date as deduced from the reports of the Department of Labor.

While I quite agree that any and every business which is profitable should pay living wages to their employees, that principal has no application to a business which is paying the wages now in force on the Hydro.

In the Majority Report the statement is made:—"If an enterprise is so profitable as to be able to make this enormous reduction, it is quite profitable enough to pay living wages to the men who operate the system." The only inference that can be drawn from this is that the members of the Board who made the Majority Report are of the opinion that \$17.00 or \$18.00 per week" or, in other words, upwards of \$900.00 per year is not a living wage. With this statement I cannot agree. The Majority Report further finds that the average mechanic's family of five, in the City of Toronto, would require \$22.50 per week as a living wage. A deduction from the statistics of the Department of Labor which has recently been made shows that the typical Toronto family of five would require in June, 1912—about \$14.00 per week, and in June, 1915, about \$13.00 to \$14.00 per week, and that the weekly average cost of living for the typical family in 1912 was under \$14.00 and in 1913 and 1914 slightly over \$14.00. From these

figures we can only come to the one conclusion, and that is, that the cost of living today for the average typical family is less than it was in 1914, and very considerably less than it was in 1912; whereas the increase in the average wage paid to the men coming within the scope of the Award has been over 11 per cent. in the same period. In the case of linemen it was shown that the increase was equal to nearly 36 per cent. within the same period.

The Majority Report states that "The Board concluded that the cost of living is the primary basis of wages," and therefore as the increase in the rates of wages of the Hydro in the past has been out of all proportion with the increase in the cost of living, the conclusion found in the Majority Report falls hopelessly to the ground.

Let me give but another quotation from the Majority Report:—"If, therefore, the Board is basing its calculations of the wages which a man ought to get upon the actual cost of living, then the wages should average \$22.50 per week instead of \$17.50 per week as at present." In that statement it was not the acceptance of the principle which should have been conditioned, but the finding that \$22.50 represented the actual cost of living.

Amongst all the evidence submitted to the Board was only one isolated statement prepared by the men at the suggestion of the Chairman showing that the average cost of living for a family of five should be \$22.50 per week. In my opinion the Board erred in coming to so momentous a decision from one isolated case.

I would ask you to consider the far-reaching effect of the adoption by the Commissioners of this Majority Report containing such a deduction from such premises, the effect not only upon the other branches of the Hydro-Electric System but in all other industries.

Can you expect me to agree with a report which sets down the average cost of living for a typical Toronto family of five at \$22.50 when as has been shown the reliable statistics sets it down at about \$14.00?

If the average wage now is \$17.00 and a lineman now receives \$2 per week, then with an average rate of \$22.50, a lineman should receive \$29.32 or \$1,400.00 per year, and so on ad nauseam.

Nor can I overlook the fact that it was repeatedly urged upon this Investigation that the previous Award be used as a precedent. The 1915 Board adopts that principle when it accepts as part of its report the 1914 Award. I cannot agree with either of those positions.

The application of strict business principles would require the rates of wages on the Toronto Hydro-Electric System, a municipally owned undertaking, to be the same as those upon a private enterprise with which it is in competition. If the men are willing to accept the lesser rates of wages paid by the private enterprise, why should they discriminate against the public enterprise? Why should a Board of Investigation support that discrimination? If higher wages are already paid, why should still higher wages be demanded and why should those higher wages be recommended by another Board of Investigation?

Although the rates of wages might logically be reduced, I am prepared to recommend an increase along the lines hereinafter mentioned. I do this coupled with certain compensating alterations in some of the conditions. I do so having in mind the declared intention of the Commissioners to adopt a generous rather than close treatment of their Employees, and having in mind also that in a publicly owned enterprise the rates of wages and conditions should be as favorable as the circumstances permit, but having in mind most of all the establishment of such a relationship between the Commissioners and the Employees as will work for a lasting peace and more than a fair settlement.

However, I make this recommendation based upon no false promises and with the express declaration that I do not recognise a dictum that a Board cannot decrease the wages but must always increase them or leave them stationary. If my recommendation is accepted by the Toronto Electric Commissioners, I recommend that the Award be for the duration of the War and for a further period of one year, the increase to become effective only from and after the Declaration of Peace.

THE QUESTION OF ASSISTANT OPERATORS.

The Majority Report in recommending that Assistant Operators be placed at all the sub-stations except three, goes beyond not only the conditions which previously existed upon the System but goes further than the men asked at the Investigation. Evidence as to the necessity of additional operators at the sub-stations was given by three experts, one called by the men and two by the Commissioners, and also by two Engineers of the Commission. With the exception of the evidence of one of the experts (whose evidence was in my opinion discredited), the whole of the evidence given by the others showed that there was no necessity for having any increase in operators.

As another instance of the fact that the Majority Report is founded on false promises the following may be quoted therefrom. After referring to the evidence taken as to whether or not there should be one or two operators at a sub-station the report states:—"This point is not covered by the said Award because at the time the Award was made no question had arisen in regard to this, as there were then two operators at each station."

This is entirely contrary to the fact as up to the date of the Award there was an assistant operator at two stations only over and above those at present having assistants. Further, of these two stations one (Withrow Park) is now specifically excluded by the Majority Report from the obligation of a second operator. I am of the opinion that no recommendation should be made by this Board on this point but that the matter should be left entirely in the hands of the Toronto Electric Commissioners to determine from time to time absolutely as in their judgment may be best.

THE NEGOTIATIONS WHICH LED TO THE APPOINTMENT OF THE PRESENT BOARD.

The following are the bald facts leading up to the appointment of this Board.

On March 31st, 1915, the Employees gave notice cancelling the 1914 Award as of the 30th April, 1915. This cancellation came out of a clear sky. No negotiations had taken place between the representatives of the men and the Employers prior to the notice.

On the 20th and 23rd of April, 1915, respectively, an interview took place between the representatives of the men and the Employers at which some minor grievances were discussed. The Employers agreed to investigate these grievances and rectify the conditions if the grievances were well founded.

On April 30th, 1915, the cancellation given by the men of the Award of 1914 became effective.

On May 12th, 1915, a notice confirming the former rates of wages but setting out conditions satisfactory to the Employers and designed to meet altered business conditions was posted by the Employers. I give this notice in the second schedule.

A copy of the notice was sent by the Employers to the Department of the Minister of Labor but was neither objected to nor commented upon by that Department.

On May 20th, 1915, a further interview took place which ended amicably leaving the Employers with the impression that a basis for settlement by negotiation had been reached.

On May 22nd the men applied to the Department of Labor for a Board. In this application for a Board appeared for the first time the proposed agreement by the men, the same not having been previously submitted to the Employers.

I do not want to criticise the Majority Report clause by clause, but it is necessary to point out at least another of the inaccuracies in that Report. The Report states that: "About the same time (viz., before May 12th, 1915), the Employees submitted to the Employers an agreement for consideration," etc. As stated, this formal document was never actually submitted to the Employers but was included in the application submitted to the Minister of Labor when asking for the establishment of this Board.

The Majority Report contains the words:—"The notice of the 12th of May effected very marked and considerable changes in the terms of the Award in the way they had been read and interpreted before." In my opinion that statement is not justified by the facts, which are as follows:—

The effect of this notice on the former conditions was briefly:—

To leave wages where they were;

To make a few minor changes in some of the conditions;

To give compensation by payment for overtime as a substitute for holidays with pay in the case of station operators, patrolmen, metermen, repairmen and foremen, and—

at the request of the men, to provide an extra year for construction apprentices, and to pay for all reasonable time consumed by men in going to and coming from work on emergency calls.

From the above history of the negotiations there is only one conclusion to be drawn: that there was no necessity at this time for an application for a Board of Conciliation and Investigation.

The artificial and strained business conditions resultant from the War should alone have been enough to confine the settlement of any matters in dispute to negotiations between the parties and to discourage any application for a Board. An investigation of this sort not only interferes with the conduct of the business of the undertaking by taking the time of the Management and others in the preparation of the case, but it entails an expense upon the country which is inexcusable.

The Commissioners showed that the wages and conditions on the Hydro were excellent and this was not disproved by the other side.

PUBLICLY-OWNED ENTERPRISES ARE NOT RUN FOR THE BENEFIT OF A CLASS.

It should be pointed out that the present dispute neither involved all the Employees of the System nor did it include the Engineering, Office, and Sales Staffs, but was confined simply to Local No. 353 of the International Brotherhood of Electrical Workers. While there can be no conceivable objection to the existence of a Union in a publicly-owned enterprise, there is no reason why the Union should discriminate against that enterprise. The continual and annual demanding of a Board begins to look like the exploitation of a Municipal Undertaking where the conditions do not require such action. Privileges soon become rights; compromises soon become precedents.

A municipally-owned undertaking under public ownership is run for the benefit of the many and not for the few, and providing the Employees are treated fairly and justly and withal generously, it becomes a matter of sentiment and not justice when the fact that the undertaking has a profit or is able to reduce its rates is urged as a reason for an unwarranted

increase in the rates of wages paid its Employees. The adoption of any such principle by a Board in connection with one branch of the gigantic Hydro-Electric scheme of this Province might have disastrous effects upon Public Ownership which may sooner or later enter into the field of other Public Utilities. One of the criticisms raised continuously by the opponents of Sir Adam Beck and his associates in Public Ownership is that Municipal Undertakings cannot be run on sound business principles, but that they are prone to be exploited for the benefit of some section of the community, political or otherwise.

It was apparent throughout the investigation and also from the evidence that the Commissioners and the Management were always willing to meet the men fairly and frankly whenever the occasion should require, and that they had zealously with more than ordinary solicitude regarded the safety of the men in all the departments of the undertaking. A very comprehensive Book of Rules of fifty-seven pages had been prepared for the men's use — twenty-two pages of which covered the treatment of accidents.

I have already set out my general objections to the 1914 Award being part of my recommendation and my more specific objections thereto will appear from a comparison between the clauses of that award and the recommendations which follow.

RECOMMENDATIONS

(1) WAGES —

The wages at present in force as set out in the Wage Schedule hereto shall continue until the Declaration of Peace in the War at present being waged between Great Britain and her Allies and the Austro-Germans. From the date of such Declaration of Peace and for one year thereafter a 5% general increase shall be given.

(2) HOLIDAYS WITH PAY —

The men at present enjoying the Statutory holidays as follows:

New Year's Day
Good Friday
24th of May
1st of July
Civic Holiday
Labor Day
Thanksgiving Day
Christmas Day, and
every alternate Saturday afternoon,

shall retain these privileges.

These grades are as follows:—

Linemen
Groundmen
Cablemen and Joiners
Cablemen's Helpers
Wiremen
Repairmen
Metermen
Mechanics.

(3) VACATION —

Two weeks vacation with pay to be allowed annually to the following grades:—

Operators
Foremen
Troublemens.

One week's vacation with pay to be allowed annually to the Patrolmen.

Metermen are given a compensating increase as from the date of the adoption of this Report; if the same is adopted, and also overtime rates in view of the special surrounding circumstances of their case. I have already included this increase in the Wage Schedule recommended.

(4) SICK BENEFITS —

A co-operative scheme of Sick Benefit is suggested for the consideration of the Commissioners which if adopted be made applicable to the whole of the employees, such scheme to be worked out on the lines of contributions by the Commissioners and the men.

(5) PERIOD OF AWARD —

This award shall in any event continue in force for the duration of the present war and also for one year after the Declaration of Peace. The same shall continue thereafter annually from year to year unless terminated by thirty days notice in writing by either party to the other, such notice may only be given so as to terminate this award on the first or other anniversary of the Declaration of Peace.

(6) WORKING HOURS —

Nine hours shall constitute a day's work for ordinary construction men and mechanics commencing 7 a.m., to 12 noon, and 1 p.m., to 5 p.m. In the case of wiremen eight hours shall constitute a day's work commencing at 8 a.m., to 12 noon, and 1 p.m., to 5 p.m. In the case of metermen nine hours shall constitute a day's work commencing 8 a.m., to 12 noon, and 1 p.m., to 6 p.m. Men working "on shifts" shall work eight hours per day in rotation.

(7) OVERTIME AND RELIEF WORK —

Overtime rates where payable will be as follows:—

For regular men not on shift duty the first five hours between 5 p.m., (or 6 p.m., for metermen) and 10 p.m., shall be computed at time and one-half of the standard time and thereafter at the rate of double time of the standard rate and shall continue (except for intermission for meals) until the employee is relieved from duty and if commencing at 5 a.m., or later, and before 7 a.m., double time shall be paid up to 7 a.m. All time worked on Sundays, holidays or alternate Saturday afternoons, where such are entitled to be paid for, to be calculated at the rate of double time and the total amount paid shall be double time. In the case of operators working overtime, these men shall be paid at the rate of time and one-half for the first five hours of overtime worked and double time afterwards.

If a man is temporarily transferred from one department to another he shall receive the rate, and work under the conditions both as regards overtime and otherwise as are applicable to the job to which he is transferred; provided always that there shall be no reduction in the ordinary pay-roll rate applicable to the work on which he is normally engaged; provided further that if a man should be called upon after working for one department to immediately follow on with work for another department he shall then receive the wage to which he would otherwise have been entitled provided the work had been done without any change of department or job.

Men called from their homes in order to repair breakdowns shall in the event of a prompt response to the calls be paid for a reasonable length of time sufficient to enable them to go to and return from the job, the wage for this time to be at the rate applicable to the work in question.

(8) PROTECTION OF MEN WHILE AT WORK —

At all times reasonable precaution so far as possible shall be taken to protect employees while working on live lines. When working on wires carrying over 650 volts special precautions shall be exercised and wherever the nature of the work or the safety of the employee so requires, two or more qualified workmen shall be engaged on the same together with any other necessary assistance that may be required.

(9) ASSISTANCE ON LIVE WORK —

Where assistance is required on live work a qualified workman or apprentice, and not a laborer, shall be assigned to the work, but this shall not be taken to mean that a laborer is not to be employed for the ordinary purposes for which such men are usually needed.

(10) GRIEVANCE COMMITTEE —

At all times by appointment the General Manager will receive a Grievance Committee from any department. It is also understood that the business agent of the local or general officer of the organisation may be a member of the men's committee if desired by a majority of the men.

(11) SUSPENSION OF EMPLOYEES —

Any employee who may be suspended for any cause whatever and who after investigation is found not guilty of offence shall be reinstated in his former position and paid full wages for all lost time from the date of the discharge or suspension to date of reinstatement.

(12) TEMPORARY FOREMEN, ETC. —

In the case of men acting as temporary foremen or temporarily taking a higher position where such men are required to act for only a few days no change shall be made in their rate of pay, but where they are required to act for an entire week or longer they shall receive for such time as they are acting the foremen's or sub foremen's rate of pay.

(13) QUALIFICATION FOR PROMOTION —

Seniority, other qualifications being equal, shall be the ground for promotion in the service.

(14) DISCRIMINATION BETWEEN EMPLOYEES —

There shall be no discrimination between Union or Non-Union Employees.

(15) FIRST AID INSTRUCTIONS —

A course of First Aid instructions will be provided under the direction of a competent instructor who will give instruction in First Aid and in the use of the Pulmotor. These classes will be scheduled at regular intervals after working hours throughout the year and so arranged that all employees will have an opportunity of receiving thorough instruction. Employees will be required to attend these lectures and will receive one hour's standard pay for each lecture attended in accordance with the schedule upon which their name will appear. Any employee not so attending when scheduled unless given written permission to absent himself shall be docked for one hour. Employees will have the privilege of attending other lectures up to the capacity of the room in which the lecture is held but will not be entitled to any compensation while attending same.

(16) FIRST AID KITS —

All gangs and departments will be provided with First Aid Kits.

(17) COVERING FOR WAGGONS, AUTOMOBILES, ETC. —

A suitable covering for waggons and automobiles will be furnished for protection in rough weather for all truck drivers, chauffeurs, troublemen, patrolmen and repairmen.

(18) DEFINITION OF "JOURNEYMAN" —

A "Journeyman" shall mean an employee who has had three years' experience in any one or all branches of the electrical trade. In the case of Station and Garage mechanics the term shall be four years. In all cases, however, length of service must be coupled with efficiency in order to ensure recognition as a "Journeyman," or in order to qualify for promotion.

(19) DEFINITION OF "APPRENTICE" —

An apprentice shall mean an employee engaged in learning the trade of lineman, trolleyman, wireman, meterman or operator and who has had less than three year's experience at such trade. In the case of Station or Garage mechanics the term of apprenticeship shall be four years.

In connection with apprentices it shall be understood that the System is under no obligation whatever to provide continuous employment. Where bona fide breaks occur in the apprenticeship service such time shall be added in computing the years of employment. It must, of course, be perfectly clear in the case of apprentices that length of service of necessity does not carry with it increased wages but only where this length of service is coupled with efficiency. The Management shall be the sole judge as to the suitability or otherwise of any employee for promotion. It shall at all times be optional with the Commissioners whether they will employ apprentices or helpers, but where apprentices are employed the rates of wages as set out in the schedule shall apply.

(20) PERIODS OF ABNORMAL CONDITIONS DUE TO SLACKNESS, ETC. —

During periods when the conditions on the System due to slackness of work or other abnormal circumstances are such as to render it commercially impracticable to keep the regular complement of men or number of gangs going on full time, notwithstanding anything contained herein the System shall be at liberty to change any wages expressed at a weekly rate to an equivalent hourly rate and pay only for the hours worked ac-

cordingly. It being understood that whereas a man working on a weekly wage obtains holidays and other benefits in consideration of overtime work without extra pay, etc., when transferred to an hourly basis he shall then be entitled to overtime rates but forego the other privileges to which he was entitled when on the weekly basis. Provided further that there shall be no change from hourly to weekly rates or the converse for periods of less than one working week. Also provided that if an employee shall work a part of a year at a weekly rate and the remainder at an hourly rate, he shall be entitled to allowance in respect of holidays equivalent to the proportion of the year during which he worked on the weekly basis.

All of which is respectfully submitted,

F. ERICHSEN BROWN.

Toronto, August 19th, 1915.

WAGE SCHEDULE.

FOREMEN	Rate per week	.....	\$24.25
SUB-FOREMEN	Rate per week	.....	21.92
TROUBLE FOREMEN	Rate per week	.....	25.40
TROUBLEMEN	Rate per week	.....	23.50
LINEMEN	Rate per hour	.....	.40
GROUNDMEN	Rate per hour	.....	.27½
JOINTERS AND CABLEMEN	Rate per hour	.....	.43
JOINTERS' HELPERS	Rate per hour	.....	.28
WIREMEN	Rate per hour	.....	.41
MECHANICS	Rate per hour	.....	.43
METER INSTALLERS	Rate per hour	.....	.33
STREET LIGHTING REPAIRMEN	Rate per hour	.....	.35½
PATROLMEN	Rate per week	.....	19.15
OPERATORS (Ordinary Stations)	1st year rate per week	.....	17.30
	2nd year rate per week	.....	19.05
	3rd year rate per week	.....	20.77
ASSISTANT OPERATORS	1st year rate per week	.....	15.70
	2nd year rate per week	.....	17.30
1ST OPERATORS AT STATIONS " D " AND " V "	1st year rate per week	.....	19.04
	2nd year rate per week	.....	20.75
	3rd year rate per week	.....	21.92
APPRENTICES (Rates per hour)	1st year	2nd year	3rd year	4th year
LINEMEN	30c.	31c.	36c.	—
MECHANICS	27c.	32c.	35c.	38c.
WIREMEN	20c.	25c.	30c.	—
METERMEN	20c.	25c.	30c.	—

SECOND SCHEDULE.

May 12th, 1915.

To the Employees,

Toronto Hydro-Electric System.

Notice of cancellation of the Arbitration Award having been given to the Toronto Electric Commissioners on behalf of the employees of the System, and also they having considered the representations recently made to their General Manager by a deputation of the men, they have decided to put the following into force and are making arrangements accordingly:—

Although the conditions at present make it very difficult to maintain the scale of wages which have obtained in the past, apart altogether from the fact that purely commercial considerations would undoubtedly justify a reduction at the present time, the Commissioners are anxious that the wages and conditions on the System shall be so good as to attract the best and most efficient men.

With the foregoing object in view the existing scale of wages will be continued for the present with the exception that the following modification applicable to the apprenticeship period for the mechanics in the Station Construction Department as suggested by the men shall be put into effect. The wages will then become as follows:—

1st year	.....	27 cents per hour
2nd year	.....	32 cents per hour
3rd year	.....	35 cents per hour
4th year	.....	38 cents per hour
5th year	.....	43 cents per hour

In order to clear away any ambiguity that exists in connection with the Award of the Arbitrators, dated June 20th, 1914, and to bring the same into harmony with the conditions as they exist on the System to-day, the following are to apply:—

MEN GOING TO AND COMING FROM BREAKDOWN JOBS —

Men called from their homes in order to repair breakdowns shall in the event of prompt response to the calls be paid for a reasonable length of time, sufficient to enable them to come to and return from the job. The wage for this time to be at the rate applicable to the work in question.

RELIEF WORK —

If a man is temporarily transferred from one department to another he shall receive the rate, and work under the conditions, both as regards overtime and otherwise, as are applicable to the job to which he is transferred; provided always that there shall be no reduction in the ordinary hourly rate applicable to the work on which he is normally engaged.

Provided further that if a man shall be called upon after working for one department to immediately follow on with work for another department he shall then receive the wage to which he would otherwise have been entitled provided the work had been done without any change of department or job.

SICK PAY —

The rule of the System is that those men who work overtime without pay and whose duties involve overtime from time to time or men who regularly work seven days a week are entitled to such sick benefits as are in operation on the System. It must be perfectly clear, however, that in those cases where men are rarely, if ever, called upon to work overtime they shall not be entitled to sick benefit.

HOLIDAYS —

The same rule to apply to this case as that applicable to Sick Pay.

RAISE IN SALARY IN CONNECTION WITH LENGTH OF SERVICE —

In the case of employees with less than one year's service, intermittent periods of employment will not be considered when calculating the length of service unless such periods are separated by breaks of less than a week's duration, and provided also that such break or breaks in the period are due to a reason that in the opinion of the Management is bona fide. If breaks occur after the completion of the first year of service and are similarly bona fide and are of less than three months duration, they shall not be considered as a cause for recommencing the period of employment for the purpose of calculating the wages to be paid. In every case, however, the actual duration of the time lost from any cause shall in all cases be deducted from the period of employment.

It must, of course, be perfectly clear that length of service, of necessity does not carry with it increased wages, but only where this length of service is coupled with efficiency.

MEN PAID MONTHLY WAGES —

An effort has apparently been made to read into the Arbitration Award the meaning that because a wage is expressed as "so much a month," this automatically entitles the recipient to the benefits of "continuous" employment. Such, however, is not the case. The wages expressed as above will be calculated on the basis of the normal average hours of work and the rate will be paid for hours worked only.

As regards the line foremen, where there is rainy weather during continuous work, no deduction shall be made for rainy days, provided the foreman reports at the office and gives general assistance to the office staff in connection with his work.

OVERTIME RATES —

Overtime rates where payable will be as follows:—

For the first five hours overtime worked between 5 p.m., and 10 p.m., at time and a half.

Additional overtime or overtime starting at 10 p.m., or later, and before 5 a.m., at double time, and shall continue until the employee is relieved from duty. All time worked on Sundays, holidays, or alternate Saturday afternoons (where such are entitled to be paid for) to be calculated at the rate of double time. That is to say men at present on wages rated at "so much per month" will be paid for overtime at the above rates and consequently not receive sick pay or holiday pay unless regularly working seven days a week or working overtime from time to time without pay as defined under the headings of sick pay and holiday pay on page 2. This applies to such men as Motor Installers, Meter Testers, Patrolmen, Repairmen, etc., and others who normally work during regular weekly hours terminating at 5 p.m.

The foregoing hours are not applicable to Station Operators, or other men who work in shifts. In the case of these men overtime shall be at the rate of time and a half for the first five hours and double time afterwards.

